

# **EXHIBIT A**



IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA

VALLEY BOYS INC. d/b/a  
VALLEY BOYS ROOFING,  
Assignee,

CASE NO: CI 15-

2020

Plaintiff,

vs.

ASSURANT, INC.,

Defendant.

ASSIGNED TO

Troia**COMPLAINT AND DEMAND FOR JURY TRIAL**

Plaintiff, Valley Boys Inc. d/b/a Valley Boys Roofing ("Valley Boys"), by its attorneys, The Saathoff Law Group PC, LLO for its Complaint against Defendant, Assurant, Inc. ("Assurant"), states as follows:

**PARTIES, JURISDICTION, AND VENUE**

1. This is an action for Breach of Contract and a Complaint for Declaratory Judgment.
2. This Court has subject matter and personal jurisdiction over the parties to this cause of action. Valley Boys brings this complaint solely under state law and not under any federal statute, law, rule or regulation, and specifically not under the United States Constitution, nor any of its Amendments.
3. A cause of action exists under Nebraska state law for claims regarding the conduct complained of herein.
4. Jurisdiction is proper as to Assurant pursuant to Neb. Rev. St. §25-536 because Assurant conducts business within the State of Nebraska.

5. At all relevant times hereto, Valley Boys was and is a Nebraska corporation with its principal place of business located at 10547 Bondesson Circle, Omaha, Nebraska 68123.

6. Venue is proper pursuant to Neb. Rev. St. §25-503.01 because it is the venue in which the cause of action accrued.

**FACTS COMMON TO ALL COUNTS**

7. Assurant issued insurance policies (“the Policies”) to the insured/assignor (“the Insured”).

8. Valley Boys requested certified copies of the Policy; however, Assurant has failed and/or refused to provide the certified Policy to Valley Boys.

9. This action involves the following Insured and associated claim number:

a. Steve and Pam North, Claim Number: 00200661231.

10. The Insured duly executed Assignment of Insurance Claims with Valley Boys (“Assignments”). A true and accurate copy of the Assignments are attached as group **Exhibit “A.”**

11. As set forth in **Exhibit “A,”** Valley Boys forwarded a copy of the Assignment to Assurant.

12. Under Nebraska law, Valley Boys assignment valid.

13. Under the Policy, Assurant agreed to pay for direct physical loss to the insured premises resulting from any peril not otherwise excluded within the Policy.

14. The Insured sustained direct physical loss due to hailstorm (“the Losses”). Damages resulting from the hailstorm is covered under the Policy.

15. The Policy was in full force and effect at the time of the Loss.

16. The Insured and/or Valley Boys, as assignee, promptly and properly made claims to Assurant for insurance benefits under the Policy and fulfilled all other post-loss duties required of it under the Policy.

17. As assignee, Valley Boys has satisfied all those matters and things properly required of it under the Policy, including substantial compliance with all conditions precedent thereunder, or alternatively, has been excused from performance of the same by virtue of the acts, representations, and/or conduct of Assurant.

18. Despite Valley Boys' valid assignment of rights provided to Assurant, Assurant issued payments to Insured without including Valley Boys on said funds.

19. Assurant's failure to include Valley Boys on any payments issued to Insured is unlawful.

20. Assurant is not entitled to a "set off" of any monies paid to Insured that were not paid to Valley Boys.

21. Assurant's conduct of failing to include Valley Boys on any undisputed funds paid to Insured constitutes a breach of contract.

22. Assurant's failure to pay the full insurance benefits owed has caused damages to Valley Boys.

**COUNT I: BREACH OF CONTRACT**

23. Valley Boys reincorporates and restates allegations set forth in paragraphs 1-22 hereinabove by this reference.

24. Pursuant to the Policies, Assurant has a contractual obligation to pay the full amount of the Losses, including the costs to repair, restore, and/or replace the damage, less applicable deductibles.

25. Assurant breached the Policy by failing to pay Valley Boys all benefits due and owing under the Policy.

WHEREFORE, Plaintiff, Valley Boys Inc. d/b/a Valley Boys Roofing, respectfully requests that the Court enter judgment in favor of Plaintiff, Valley Boys Inc. d/b/a Valley Boys Roofing in the total amount of \$86,123.46 which is likely to increase with discovery and further investigation, as assignees for:


#	Name of Insured	Claim #	Insurer Failed To Pay
1	Steve North and Pam North	00200661231	\$86,123.46

against Defendant, Assurant, Inc., and all general and compensatory damages owed under the Policies, pre-judgment interest and post-judgment interest, fees, costs and reasonable attorneys' fees pursuant to Neb. Rev. Stat. § 44-359, and such other relief as the Court deems appropriate under the circumstances.

#### **DEMAND FOR A JURY TRIAL**

Plaintiff demands trial by jury on all issues so triable.

VALLEY BOYS, INC. d/b/a  
VALLEY BOYS ROOFING, Plaintiff

By:  /s/ Matthew P. Saathoff

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*Attorney for Plaintiff, Valley Boys Inc.*



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### ASSIGNMENT OF INSURANCE CLAIM

The undersigned, hereinafter referred to as the "Client(s)", and Valley Boys Inc. d/b/a Valley Boys Roofing, hereinafter referred to as the "Valley Boys" for and in consideration of performing the work pursuant to the contract executed by Client(s) and Valley Boys, as well as any change orders executed thereafter, and for other good and valuable consideration, the receipt and sufficiency whereof is hereby mutually acknowledged, and intending to be legally bound, hereby transfer, assign and set over onto Valley Boys, all of the right, title and interest of the undersigned Client(s) in and to those certain insurance claim(s) made by Pamela + Steven North (Client(s) Name) designed under Claim No.: DD200661231 covering loss sustained at the property known as 501 Cherry Hills Fort Calhoun NE 68023 (address) during Client's ownership thereof, including but not limited to any and all insurance claims asserted thereunder and proceeds thereof. Client(s) understands that his/her/their/it's insurance company may try to pay the insurance proceeds to the Client(s) and/or Client's mortgage lender, if any. Client(s) agrees to cooperate with Valley Boys to have those insurance proceeds released to or made payable to Valley Boys.

IN WITNESS WHERE OF, the undersigned have caused this transfer and assignment of insurance claim to be duly executed this 11 day of June, 2014.

ASSIGNOR(S): (Client Name)

Pamela North  
Signature

Pamela North  
Printed Name

Valley Boys Roofing

Steve Shannon  
Signature

STEVE SHANNON  
Printed Name

ASSIGNOR(S) Signature: (Client Name)

St North  
Signature

Steven North  
Printed Name

Dated: 6-11-14

Dated: 6-11-14

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